

REQUEST FOR PROPOSAL

BATON ROUGE RIVER CENTER Website Re-Design and Development



**Solicitation No: 20008-16-Baton Rouge River Center
Website Re-Design and Development**

**Proposal Opening Date: February 1, 2016
Proposal Opening Time: 2:00 PM (Local Time)**

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing**

December 31, 2015

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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REQUEST FOR PROPOSAL

FOR

Baton Rouge River Center Website Re-Design and Development

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background –

- A. **Baton Rouge River Center:** The Baton Rouge River Center is a municipally-owned multipurpose facility located in downtown Baton Rouge, Louisiana. Originally named the Riverside Centroplex, the facility was completed in 1977 and has grown to include over 200,000 ft² of floor space distributed among multiple venues: Arena, Exhibition Halls, Grand Ballroom, Theater for the Performing Arts, meeting rooms and other functional spaces. The River Center hosts more than four hundred events annually, including performing arts, concerts, conventions, sporting events, trade shows, corporate meetings, and private celebrations. These events bring an estimated 400,000 visitors to the facility each year. The River Center has been privately managed by SMG since 1996.
- B. **SMG:** SMG is a worldwide leader in venue management, getting its start here in Louisiana in 1977 with the management of the Louisiana Superdome. Since then, SMG's client portfolio has expanded to encompass over 230 facilities of many types, including venues in the Caribbean, United Kingdom, Germany, and Poland, managing a total of more than 11 million square feet of exhibition space. As the recognized global industry leader, SMG provides construction and design consulting, pre-opening services, venue management, sales, marketing, event booking, and programming. SMG also offers food and beverage operations through an in house catering company, Savor..., currently servicing 65 accounts worldwide. For additional company information, visit www.smgworld.com.
- C. **Website Usage at The River Center:** The official website of the Baton Rouge River Center is www.brrivercenter.com. Our primary audience is our patrons who attend our events. We host a wide variety of events, so any and all demographics are applicable. Our secondary audience is promoters, booking agencies, or individuals who are looking to have an event at our facility. Our third audience is potential investors who might be interested in our company. Our final audience is people who potentially want to work for our company.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in developing a new website for the Baton Rouge River Center.

1.1.2 Goals and Objectives

The Baton Rouge River Center desires to have a new website developed that is current with today's standards for design, look, feel and interactivity. The goal for the project is to create a new and updated website that not only enhances the overall appearance of the website but also creates a better user experience for potential clients, patrons, and River Center employees. We are looking to implement an eye-catching and market-oriented design that will ultimately drive ticket sales. Also, the new and improved design should be optimized for both tablet and mobile usage.

1.2 Definitions

Note: The following section should include A, B, C, D. The other definitions sited herein are recommended for use with most RFPs. Other definitions may be added as appropriate to the proposal.

- A. Shall- The term "shall" denotes mandatory requirements.
- B. Must- The terms "must" denotes mandatory requirements.
- C. May- The term "may" denotes an advisory or permissible action.
- D. Should- The term "should" denote desirable.
- E. Contractor- Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Department- Department for whom the solicitation is issued.
- I. Director- Director of Purchasing
- J. City-Parish- City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP mailed to prospective proposers</i>	<i>December 30, 2015</i>
<i>Deadline to receive written inquiries</i>	<i>January 15, 2016</i>
<i>Deadline to answer written inquiries</i>	<i>January 22, 2016</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>February 1, 2015 at 2:00 PM (Local Time)</i>
<i>Oral discussions with proposers</i>	<i>To be scheduled</i>
<i>Notice of Intent to Award to be mailed</i>	<i>To be scheduled</i>
<i>Contract Initiation</i>	<i>April 1, 2016</i>

NOTE: The City-Parish reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

IMPORTANT - - Clearly mark outside of envelope, box or package with the following information and format:

- X **Proposal Name: Baton Rouge River Center Website Re-Design and Development**
- X **Solicitation No. : 20008-16 Baton Rouge River Center Website Re-Design and Development**
- X **Proposal Opening Date & Time : 02/01/2016 @ 2:00 PM (Local Time)**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
City Hall
222 Saint Louis, 8th Floor, Room 826
Baton Rouge, LA 70802

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
P.O. Box 1471,
Baton Rouge, LA 70821

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** Provide the number of years their firm has provided the services outlined in the RFP.
- Provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project. This person will be the City staff contact on all matters dealing with the project and will handle the day-to-day activities through completion.

- Provide a resume for all staff/employees assigned to the project (identified in this RFP) along with a clear indication of their responsibilities for this project. Provide at least five (5) references that have purchased similar services from the Contractor. Contractor shall provide company name, contact name, and phone number for each reference.
- Identify those services that will be outsourced to a sub-contractor. The Contractor will be responsible for verifying the experience, qualifications and validity of all licenses, permits, and copyrights for any outsourced work to sub-contractors. The Contractor is also responsible for paying its employees and any sub-contractors the Contractor hires.
- Contractor shall identify, obtain, and provide any and all licenses, permits, clearances, reports, and documents required to complete the project and perform the services within required timelines.
- Provide an outline of its business safety record. Contractor will be required to comply with all existing Federal, State, and City Ordinance laws and requirements.
- Provide a list any litigation, including personal and property, involving Contractor's firm in the last five (5) years.

D. **Technical Approach and Timeline:** In this section the vendor should address the following:

Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

- **RFP Compliance:** Illustrating and describing compliance with the RFP requirements. Clear, concise document of proposed solutions to website needs, to include features, benefits, and web design. Please note in this section your ability to deliver in a timely manner.

E. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.

G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. Please itemize where possible.

H. **Hosting Information:** List hosting information and annual fees for both external and internal hosting.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response and (1) complete electronic version on CD. Four (4) additional printed copies of the proposal should be provided, as well as one (1) printed redacted copy, if applicable (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a

straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

There will not be a pre-proposal conference for this project.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <http://wwwprdl1.doa.louisiana.gov/OSP/LaPAC/deptbids.cfm>.) If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46)during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <http://wwwprdl1.doa.louisiana.gov/OSP/LaPAC/deptbids.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the City-Parish. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Patti J. Wallace, CPPB
Purchasing Division
222 St. Louis Street, 8th Floor, Room 826

or P.O. Box 1471
Baton Rouge, LA 70801
Baton Rouge, LA 70821

E-Mail: purchasinginfo@brgov.com

Phone: (225) 389-3259 / Fax: (225) 389-4841

1.8 Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer. The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Proposal Guarantee (if required)

A proposal guarantee is not requested for this project.

1.10 Performance Bond (if required)

A performance (surety) bond is not requested for this project.

1.11 Changes, Addenda, Withdrawals

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

1.17 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21.1 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (Attachment C) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brgov.com to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.30 Insurance Requirements

Contractor shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment B). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.32 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them

by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.33 Fidelity Bond Requirements – Not Required

1.34 Payment for Services

Each individual department shall pay Contractor in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 Termination of this Agreement for Cause- The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

1.35.2 Termination of this Agreement for Convenience - The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3. Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal.

Neither the City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Contractor to City-Parish, at Contractor's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.46 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Baton Rouge River Center is interested in having a new website developed that is current with today's standards for design, look, feel and interactivity. It is our desire to move to an updated Content Management System(CMS) for ease of content and media implementation. This includes web pages, images, documents, and even video content. We're looking to have multiple client login credentials, where permission level will be based on area specific content, ie: Human Resources would have access to the Employment Page. We would also like to have a secure portal developed for weekly staffing of our part-time employees. Ultimately, it is our desire to improve our Google SEO ranking by bringing the digital face of the Baton Rouge River Center in compliance with Google Analytics Regulations.

2.2 Period of Agreement

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about April 1, 2016 and continue for a period of three (3) years with option to renew for two (2) additional twelve month periods not to exceed a total of five (5) years.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment A. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services (items, etc). Prices shall include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

- The successful website must include the following:
 - A content management system that permits non-technical users and staff to instantly update webpages.
 - Convert/upload large amounts of existing content to the new website.
 - Easy to navigate- Information should be grouped and presented in a logical manner and require no more than 3 levels of "drill down" to access the needed information.
 - Automated job posting feature. Feature should include a template and ability to apply online.
 - Provide search capabilities using keywords or phrases that will assist navigation throughout site.
 - Website must not require plugins as a default.
 - Fast-Loading pages – the website must be designed with a balance of text and graphics so that each page loads in 8 seconds or less on the average computer.
 - Calendar- easy system to update and maintain listings.
 - Simple, web-based content management system (CMS). The CMS should allow for the upload and management of multiple media formats on one page.
 - The website must allow embedding from YouTube, Facebook, Twitter, Pinterest, and Instagram.

- Users should be able to easily and directly “like,” “share,” “tweet,” and “pin” posts and other content.
- Website should use Google Analytics for usage tracking.
 - Metrics to include:
 - Web traffic analysis, path analysis, visitor trends, page views, top pages, exit pages, page length stay, technical analysis of browsers and platforms.
- SEO –Website should use best practices for search engine optimizations.
- Website should be optimized for all Screen sites and be responsive to mobile device.
- Emergency Messages – the ability to quickly and easily insert emergency information on the home page. Authorized, non-technical staff must be able to activate this feature.
- Templates – a series of templates to use for various purposes on the site to maintain consistency of design. For example: department/section homepages, landing pages with the ability to sort links by general topics, pages with images, pages with list of documents, pages with call-out boxes/tables.

2.5 Location

There is no required location that these services must be completed within. However, if an on-site meeting is requested by management of the Baton Rouge River Center, travel expenses will not be reimbursed.

2.6 Proposal Elements –

- Provide a company profile that includes length of time in business and number of employees.
- Provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project. This person will be the contact on all matters dealing with the project and will handle the day-to-day activities through completion.
- Provide a resume for all staff/employees assigned to the project (identified in this RFP) along with a clear indication of their responsibilities for this project.
- List three websites your firm has produced that best reflect your work and is relevant to this project. Briefly list the role your firm had in each project listed. A URL should be included for each and only current live sites should be submitted.
- Provide three current references. Contractor shall provide company name, contact name, phone number, email, and services rendered for each reference.
- Identify those services that will be outsourced to a sub-contractor.
- Explain methods to train users on new website.
- Please briefly discuss your testing and support procedures.
- Describe the time frame for completion. The time frame will be evaluated and included as part of the contractual agreement. Please be realistic.

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider.

2.6.2 Technical -

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

System Requirements

The Vendor must deliver to the City a new fully operational website based on the following requirements.

Website

#	Description	Mandatory	Desired/ Optional
1	Ability to meet and confirm to all ADA, Section 508, accessibility standards	X	
2	Provide uniformity of design that is visually attractive, intuitive, and easy to use.	X	
3.	Provide all features and functionality that exist on current website (Vendors are strongly encouraged to carefully review the current existing web presence)	X	
4.	Ability to have a homepage slideshow feature where fresh pictures are display frequently		X
5.	Robust search capability (i.e. Google or similar look and feel and functionality preferred).	X	
6.	Site map provided that auto updates to reflect webpage add/change/deletes.		X
7.	Website should have universal sizing to accommodate monitors of various screen resolutions and sizes.		X
8.	Consistent dropdown menus on all pages, with the ability to change the menus as needed. Ability to have section specific menus.	X	
9.	Printer-friendly page capability	X	
10.	The City prefers data to be stored in Microsoft SQL Server		X
11.	Support for HTML5, jQuery, PHP and/or other data capabilities, including ability to program directly bypassing or extending the CMS.	X	
12.	Easy creation and management of data collection forms and surveys and allow for data capture into database formats.	X	
13.	Ability to link to/from City systems	X	
14.	Capable of providing automated notifications when visitors complete forms or other activities (e.g. job interest, contact us, etc.)	X	
15.	Capable of supporting all major operating systems (i.e. Windows, Apple, iPhone, Android, etc.) and current versions of commonly used browsers (e.g. IE, Safari, Firefox, and Chrome)	X	
#	Description	Mandatory	Desired/ Optional

16.	Responsive Design: Providing seamless access to the website from all major mobile devices (i.e. iPhones, iPads, Android phones, tablets, etc.). Pages should render clearly so they are easy to view and navigate on smaller screens.	X	
17.	Ability to link to other City pages and system, external webpages, and outsourced e-commerce servers from any page within the new website.	X	
18.	Ability for users to securely input various requests for service		X
19.	Support for content and/or page based subscription capabilities such as RSS	X	
20.	Ability to support City blog(s)/Press Releases	X	
21.	Robust site usage and statistics tracking (to the page level) to allow the City to analyze how the public is using the website.	X	
22.	Design architecture allows the website to be rendered on older devices and operating system within two seconds.	X	
23.	Ability to interface with social networking sites	X	
24.	Provide measures that prevent security breaches and access to confidential data collected and stored. In addition, provide immediate notification of any known or suspected breach and follow on investigation to assess breach and implement changes to remove risk.	X	
25.	Support “breadcrumb” type navigation	X	
26.	Ensure full public accessibility with an ability to meet current and future open data standards	X	
27.	Provide header and footer and related support files based on site’s look and feel template to use with 3rd party websites	X	
28.	File repository or system to allow files (pdf, doc, etc.) to be linked on the website as well as be easily replaceable ensuring only the current document to be made available to the public, eliminating the chance of old forms and documents to be found accidentally, especially through search engines.	X	
#	Description	Mandatory	Desired/Optional
29.	Provide secure website that meets emerging industry standard guidelines on privacy and accessibility	X	
30.	Provide innovative ideas and recommendations for maximizing the City’s web presence. Please provide additional recommendations that may		X

	not be covered in the prior requirements.		
31.	Provide warranty on all services for 1-year following implementation.	X	
32.	Provide telephone support with a 4 hour response from 7 AM – 5 PM CST Monday through Friday.	X	
33.	Provide emergency telephone support with 4 hour response from 5:01 PM to 6:59 AM CST Monday – Friday and on weekends and holidays. Please state the holidays recognized by your firm.		X

Content Management System (CSM)

#	Description	Mandatory	Desired/ Optional
1.	Provide a comprehensive “full function”, easy to use solution that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content editor, versioning, content scheduling, etc.	X	
2.	Ability to set system to automatically update content upon approval of edited page.	X	
3.	Ability to give a City staff member both edit and approval for their designated areas of responsibility.	X	
4.	Do not allow deleted pages to be accessible via search.	X	
5.	Ability to resize pictures proportionately once downloaded on a page during editing.	X	
6.	Comprehensive training and user help documentation.	X	
7.	Provide spell-check and grammar correction functionality.	X	
8.	Support allowing staff to post various file types on web pages for viewing and/or downloading (e.g. xls, .tif, .bmp, .jpg, etc.)	X	
#	Description	Mandatory	Desired/ Optional
9.	Support viewing of video and/or photo galleries from City-provided content or allow links to photo galleries and videos hosted on another site.	X	
10.	Support the posting of maps and allow dynamic linking to the City GIS website.		X
11.	Allow content editors flexibility in determining size and position of page features such as photographs.	X	

12.	Ability to map key pages to English-based URLs for marketing purposes and ease of access.	X	
13.	Provides comprehensive usage statistics. If additional software or setup is required to support page counts, please specify.	X	
14.	Automatic replication of navigation and menu changes to all related pages with no additional data entry.	X	
15.	Ability to add, change, and/or delete links between pages and/or to other websites as needed, with no vendor intervention required.	X	
16.	Ability to use CMS with Microsoft or Apple operating platforms and IE, Firefox, Chrome, Safari and other common browsers now and in the future.	X	
17.	Provide training for site administrators and content contributors	X	
18.	Allow CMS to be accessible via external access.	X	
19.	Provide a search engine solution that will support indexing of all contents within the CMS, as well as, external City website resources.	X	
20.	Provide the ability to archive outdated documents and images.		X
21.	Ability to optimize uploaded pictures and graphic files for quickest page loading.		X
22.	Ability to publish and display photo galleries and/or assets.	X	
23.	Ability to create and manage document galleries to organize and publish documents according to subject matter.		X
24.	Ability to specify a publishing schedule for specific content.		X
#	Description	Mandatory	Desired/Optional
25.	Provide multi-lingual Content Integration with website content translation capabilities in up to five (5) languages.		X
26.	Ability to reorganize content to different sections of the website without manually changing content links.	X	
27.	Provide telephone support with a 4 hour response from 7 AM – 5 PM CST Monday through Friday.	X	
28.	Provide emergency telephone support with 4 hour response from 5:01 PM to 6:59 AM CST Monday – Friday and on weekends and holidays. Please state the holidays recognized by your firm.	X	

PART III EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what may be inferred.

The Baton Rouge River Center will establish a proposal Evaluation Committee whose members must have no conflict of interest with any Contractor. Evaluation Committee members will review and evaluate the proposals and qualifications of all responsive Contractors. The Evaluation Committee will consider the following factors and assign a corresponding value for each proposal.

3.1 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
Technical <ul style="list-style-type: none">• Background, experience, qualifications, and reference• Functional and Technological Approach• Implementation Timeline• Hosting Service, Support, Maintenance	75 %
Cost	25%

- Background, experience, qualifications, and references – Score will be based on the experience of the proposer in the field, the qualifications of the proposer, and any references provided. References may be checked by the review committee.
- Functional and Technological Approach – Score will be based on proposal addressing all RFP requirements as well as proposed timeline as delineated in RFP.
- Provide a project schedule that includes all tasks, deliverables, milestones, and resources required. The City seeks a detailed understanding of the work plan that will be followed to ensure success.
- Hosting Service, support, product warranty, and maintenance – Score will be based on support package included in the proposal, and may include, but not be limited to, the time length of the proposed service or support, response time to issue resolution, and accessibility to application and support 7 AM – 5 PM CST Monday through Friday.
- Cost – Score will be determined by the following formula:
CS = (LPC/PC*25)
Where: CS = Computed cost score for Proposer
LPC = Lowest proposed cost of all Proposers
PC = **Proposer's cost**

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Contractor Performance The successful contractor resulting from this RFP will be responsible for the completion of all services set out in this RFP (including attachments) as may be amended. All services are subject to inspection and evaluation by the City. The City will employ all reasonable means to ensure that services are progressing and being performed in compliance with the Contract and the Contractor must cooperate with such efforts.

4.2 Performance Measurement/Evaluation

The Contractor shall assist the City in monitoring the Contractor's performance of this commitment by providing, as requested, all requested reports in the performance of this Contract. Such reports shall be provided to the City electronically in form and substance as required by the City.

Part V. FEDERAL CLAUSES

The following clauses are mandatory if Federal Funds are utilized.

GENERAL FEDERAL CONSIDERATIONS:

In accordance with Federal law and to provide for the equitable treatment of all persons or firms involved in Purchasing by the City of Baton Rouge and Parish of East Baton Rouge, the City-Parish is required to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

DISPUTES:

It is City-Parish policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences. City Parish protest procedures will be utilized to address all disputes/protests.

Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations (violations of State or local law will be under the jurisdiction of State or local authorities); and

(ii) Violations of the City-Parish's protest procedures for failure to review a complaint or protest.

ASSISTANCE TO SMALL AND DISADVANTAGED BUSINESSES:

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the City-Parish project are used when possible. Such efforts shall include, but shall not be limited to:

A. Including such firms, when qualified, on solicitation mailing lists;

B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

C. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

D. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

E. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

F. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

COMPETITION:

The City-Parish shall conduct all procurement transactions in a manner to provide, to the maximum extent practical, open and free competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered.

FEDERAL LABOR STANDARDS AND WAGE RATES – CONSTRUCTION:

A. General

All laborers and mechanics (including apprentices), or other contractors under HUD's "Step-Up" or similarly approved training initiatives) involved in construction contracts in excess of \$2,000 must be paid wages in accordance with Federal labor standards issued pursuant to the Davis-Bacon Act by the Department of Labor (DOL). In addition, the overtime requirements of the Contract Work Hours and Safety Standards Act are applicable to construction contracts in excess of \$100,000. See, also, DOL regulations at 29 CFR Parts 1, 3 and 5. Additional information about labor standards administration and enforcement is contained in HUD Handbook 1344.1, REV 1, Chg 1.

B. Solicitations and Contracts

Solicitations (e.g., Invitations for Bids) and contracts subject to Davis-Bacon wage requirements must contain the applicable wage decision and labor standards provisions. Davis-Bacon Wage Decisions can be obtained at no charge from a DOL-approved web site at: www.wdol.gov

C. Reporting

As provided by DOL regulations (29 CFR Parts 3 and 5), each construction employer (the contractor and any/all subcontractors) shall submit a payroll report and statement of compliance to the City-Parish for each week during which work is performed under the contract. Such reports may be submitted on the DOL Payroll Form (WH-347), which includes on its reverse side the required Statement of Compliance. These forms, WH-347 and instructions, may be obtained from HUD's Labor Relations field staff and are also available in "fillable" Portable Document Format (PDF) on-line through HUDClips or directory at the DOL web site at this address: www.dol.gov/esa/programs/dbra/forms.htm

D. Compliance

The contractor and any/all subcontractors are responsible, on no less than a weekly basis, for paying not less than the applicable wage rates to all laborers and mechanics in their employ and engaged in work under the contract. The contractor is responsible for its own full compliance, and for the full compliance of any/all subcontractors, with all wage, overtime and reporting requirements included in the contract.

CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act

of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.



ATTACHMENT D
PROPOSAL FORM
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until (time) PM, Local Time (date) by the Purchasing Division, Room 309, Municipal Building, 100 St. Ferdinand St., Baton Rouge, Louisiana. Immediately after (time) P.M. of the same day and date, proposals will be publicly opened in Room 312 of the Municipal Building.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

(State Project Title Here)

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about _____ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

(NOTE: may or may not be required for all proposals) Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$_____ payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

Enter Name of Project Here

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20____.
Baton Rouge, Louisiana.

NOTARY PUBLIC



APPENDIX A PRICING SCEDULE

List all pricing details here or in a format similar to this schedule.

One-time costs:

1. One-time license costs: _____
2. One-time installation costs (produce set up): _____
3. One-time customization & implementation costs: _____
4. One-time training costs: _____
5. Other one-time costs (define): _____

Recurring Costs:

1. Annual license costs, if any: _____
2. Annual support/maintenance costs: _____
3. Hosting and other recurring costs (define): _____

Other Costs:

1. Professional Service Rates* (a single hourly rate is required here):

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 20____
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by
said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of
Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the
Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly
certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears
of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY

Attachment B
Insurance Requirements for (RFP name here)

NOTE to department: These limits and requirements may change dependent on solicitation requirements. Risk Management should be contacted to help determine requirements.

CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE: Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis: General Aggregate \$2,000,000
 Each Occurrence \$1,000,000
- B. Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit \$1,000,000
- C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.
- E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.
- F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G. The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge,
Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



Attachment C

Sample Contract for (insert RFP name here)

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and _____ herein referred to as "Consultant (*Service Provider/Contractor, whichever is applicable, may be substituted*)".

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of _____ (*designate department contact if not department head or director*), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows: (*generally a brief scope could be written here or reference to an attachment with greater detail would be given.*)

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City- Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish shall provide _____ (*define City-Parish responsibilities here*) when/where necessary, to perform the work.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the contractor written notice specifying the Consultant's failure. If within ____days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in____ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time by giving ____days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ____days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of ____days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

CONFIDENTIALITY: The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City-Parish and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**
Parish

By _____

Title _____

Consultant

By _____

Title _____

Typed Name and Title